

AG Contract No KR02-2055TRN
ADOT ECS File No JPA 02-142
Project No STP 070 A(001)A
TRACS No H 5028 01C
5 year Item No. 17402
Section: US 70, Pima- Thatcher
(Roadway Lighting)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF PIMA

THIS AGREEMENT is entered into 11th April, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF PIMA, acting by and through its MAYOR and TOWN COUNCIL (the "Town")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State is constructing roadway improvements, curb, gutter, sidewalks, and drainage improvements on US 70, within the Town. The Town has requested 14 roadway street lights, be installed on US 70 at the dedicated side street intersections and each side of the Ash Creek drainage structure, from Station 3920+85 to Station 3951+55, all within the Town limits, hereinafter referred to as the "Project". The purpose of this agreement is to set forth the responsibilities of the parties for the operation, electrical energy costs and maintenance of the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25954
Filed with the Secretary of State
Date Filed: 04/11/03

Janice K. Brewer
Secretary of State

By: Timothy J. Haenebold

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project, at the following locations:

US 70: 1st East Street - (1 street light)
 Center Street - (1 street light)
 2nd East Street - (3 street lights)
 Ash Creek Cross Drainage Structure - (4 street lights)
 2nd South Street - (3 street lights)
 3rd South Street - (2 street lights)

b. Incorporate or resolve Town's review comments as appropriate.

c. Include by "change order" to the construction contract, TRACS# H 5028 01C, for the Project. Administer same and make all payments to the contractor(s). Confer with the Town on any Project related construction change orders and be responsible for cost of same when related to the State's construction project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion approve and accept the Project on behalf of the parties hereto. Maintenance of the State's roadway improvements are provided for under Agreement JPA 02-54, attached hereto by reference.

2. The Town will:

a. Review the design documents and provide comments. Be responsible for any Project related construction change orders requested by the Town. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the Town.

b. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the streetlights and maintain the street lighting system within or outside of State rights of way, all at Town expense.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for the operation, electrical energy costs and maintenance of the Project, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

Town of Pima
Town Manager
110 West Center
Box 426
Pima, AZ 85543

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF PIMA

By 
VINCE KIEFFER
Mayor

STATE OF ARIZONA

Department of Transportation

By 
BILL HIGGINS P.E.
Deputy State Engineer

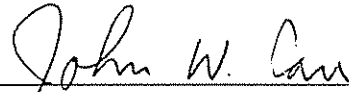
ATTEST

By 
JOHN BRYCE
Town Clerk

RESOLUTION

BE IT RESOLVED on this 4th day of November, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an intergovernmental agreement with TOWN OF PIMA, for the purpose of defining responsibilities for the electrical energy costs, operation, and maintenance of 14 roadway street lights, to be installed on US 70, from Station 3920+85 to Station 3951+55, all within the Town limits, incident to the State's roadway improvements to US-70, from Pima to Thatcher

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in cursive script, reading "John W. Carr", is positioned above a horizontal line.

JOHN W. CARR, P.E., Staff Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

TOWN OF PIMA

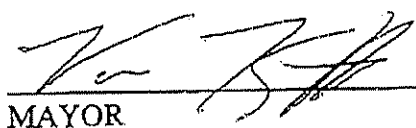
RESOLUTION NO. 332

Box 426
110 W. Center
Pima, Arizona 85543
(928) 485-2611
FAX: (928) 485-9230
TDD: (928) 428-0778

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR MAINTENANCE AND COST OF ELECTRIC POWER, INCIDENT TO THE STATE'S ROADWAY IMPROVEMENTS TO US-70, FROM PIMA TO THATCHER, AND A STORM DRAIN CROSSING REQUESTED BY THE TOWN.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, have determined that it is in the best interests of the Town of Pima to enter into an intergovernmental agreement with the State of Arizona Department of Transportation, acting by and through the Intermodal Transportation Division, for the purpose of defining responsibilities for maintenance and cost of electric power, incident to the State's roadway improvements to US-70, from Pima to Thatcher, and a storm drain crossing requested by the Town.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Pima, Graham County, Arizona, this 3rd day of December 2002.


MAYOR

ATTEST:


TOWN CLERK/MANAGER

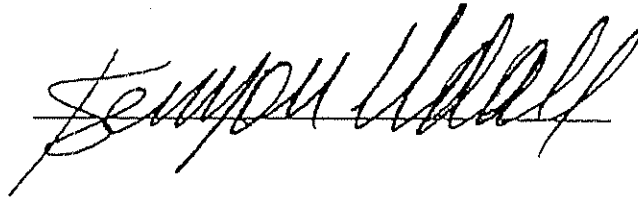
APPROVED AS TO FORM:

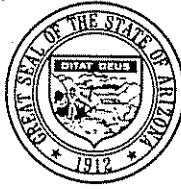

TOWN ATTORNEY

APPROVAL OF THE TOWN OF PIMA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the TOWN OF PIMA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of December, 2002.





OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

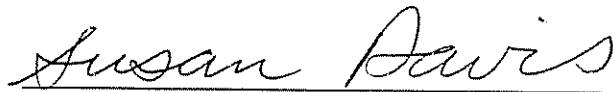
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-2055TRN (JPA 02-142), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED April 1, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.